

Site on Parks land

ADF&G Coop [fy-###]

COOPERATIVE AGREEMENT
between the
ALASKA DEPARTMENT OF FISH AND GAME
and the
ALASKA DEPARTMENT OF NATURAL RESOURCES
for
[name] **ACCESS SITE**

This cooperative agreement is made and entered into between the Alaska Department of Fish and Game, Division of Sport Fish, hereinafter referred to as the ADF&G and the Alaska Department of Natural Resources, Division of Parks and Outdoor Recreation, hereinafter referred to as the ADNR.

I. PURPOSE OF THE AGREEMENT

To improve public recreational boating and sport fishing access to the *[name of waterbody]* by cooperatively constructing, managing and maintaining the *[name]* Access Site.

II. AUTHORITY

ADF&G, pursuant to AS 16.05, has the authority to design and construct projects beneficial for the fish and game resources of the state; to provide public facilities to facilitate the taking of fish and game; to enter into cooperative agreements; and to exercise administrative, budgeting, and fiscal powers.

ADNR, pursuant to AS 41.21, has the authority to provide for the supervision, development, and maintenance of public recreational land; to charge fees for the use of park and recreational facilities; and to provide clearinghouse services for other state agencies concerned with park and recreational matters.

or ADOT/PF, pursuant to AS 35.05, has the authority to design and construct public works.

ADF&G and ADNR *or* ADOT/PF enter into this agreement in accordance with AS 36.30.850(c).

III. COVENANTS OF THE DEPARTMENT OF FISH AND GAME

ADF&G does hereby agree:

1. To fund the construction of facilities necessary to improve public recreational boating and sport fishing access to the *[name of waterbody]* under the Federal Aid in Sport Fish Restoration program. These facilities, to be referred to in this agreement as the *[name]* Access Site, are shown on Attachment A. The type of facilities and the amount of funding provided shall be at the sole discretion of ADF&G.

The source of funding shall be 75% from the Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux) and 25% from state matching funds. Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).

OR

The source of funding shall be 100% Federal Aid in Sport Fish Restoration Act (Dingell-Johnson/Wallop-Breaux). Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).

A reimbursable services agreement (RSA) will be used to transfer the funds from ADF&G to ADNR and to define the work to be accomplished in greater detail.

2. To allow ADNR shall manage and maintain the access site as a unit of the State Parks system.

IV. COVENANTS OF THE DEPARTMENT OF NATURAL RESOURCES

ADNR does hereby agree:

1. To dedicate uplands and tidelands managed by ADNR within the *[name]* State Park *[or State Recreation Area or Site]* for construction of the *[name]* Access Site. The access site shall be used exclusively for the launch ramp, a parking area for vehicles with boat trailers and other improvements incidental to this project. The boundary of the access site is shown on Attachment A.

The ADNR warrants that it has the right, power, and authority to construct the improvements on the access site and that there are no restrictions, covenants, easements, rights-of-way, or uses which would prevent the ADNR from constructing the improvements on the access site.

2. To design and construct the facilities approved and funded by ADF&G.

3. Funding provided by ADF&G shall not be used to mitigate any environmental or cultural resource damage that may have occurred on the site prior to approval of the project by the USF&WS.

4. To manage and maintain the access site. The access site will be managed primarily for the benefit of the recreational boating and sport fishing public in providing access to public waters. No change in this use will be made without prior written approval of ADF&G.

Management activities and maintenance services shall insure orderly public use and keep the facility clean and in a good state of repair. Management and maintenance may be adjusted seasonally commensurate with seasonal public use.

ADNR shall prepare a management plan detailing specific management actions, services to be provided and the user fee schedule. The management plan shall be made a part of this agreement as Attachment B. It may be reviewed and revised as conditions warrant. Fees charged at this site shall conform to AS 41.21 and paragraph V.3 of this agreement. Actions needed to protect undeveloped portions of the site and the river bank from degradation by site users shall be specified in the management plan.
(optional clause for sites such as The Pillars)

ADF&G will consider the facility closed to the public if the ADNR physically denies access, fails to provide adequate management or maintenance or allows incompatible uses of the facility that effectively limits public use by recreational boaters and sport anglers.

5. To obtain and comply with all applicable federal, state and local permits required for construction and maintenance of the project.

6. The ADNR shall perform all aspects of the project in compliance with appropriate laws and regulations which include but are not limited to the following:

Local Building Codes- The CITY shall comply with applicable local buildings codes and shall obtain a building permit if required (AS 35.10.025).

Historic Preservation- The CITY shall comply with AS 41.35.070 to preserve historic, prehistoric and archeological resources threatened by public construction.

Public Contracts- The CITY shall comply with AS 36.05 in determining the wages and hours of labor on public contracts.

Political Activity- Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Civil Rights- Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title I, II & III of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972, no person shall, in the grounds of race, color, national origin, age, or handicap, be

excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.

Allowable costs/Cost principles-OMB Circular No. A-87, "Cost Principles of State and Local Governments" establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with state and local governments. A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness, and allocability.

Drug-free Workplace Act- The ADNR, by signing this agreement, certifies that they will provide a drug-free workplace.

Audits- The ADNR acknowledges that 75% (*or 100%*) of the funding for this agreement is from the Federal Aid office of the U.S. Fish and Wildlife Service under CFDA 15.605. The ADNR acknowledges that receipt of federal funds may create audit requirements under OMB Circular A-133.

Workers Compensation Insurance- The ADNR shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and, where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H. and Jones Act requirements.

Open Competition - The City shall comply with Executive Order 13202 dated February 17, 2001 prohibiting any requirements or bidding preferences based contractor affiliation with labor organizations.

7. If the ADNR handles hazardous materials on the site, the ADNR agrees to employ adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with applicable federal, state, and local laws. Hazardous materials include but are not limited to fuels and lubricants commonly used in vehicles and boats.{PRIVATE }

In the event of a hazardous materials spill by the ADNR or the public using the site, the ADNR shall act promptly, at its own expense, to contain the spill, repair any damage, absorb and clean up the spill area, and restore the site to a condition satisfactory to the ADF&G and in accordance with applicable federal, state, and local laws. The ADNR shall be the lead agency in requesting additional funds from the legislature to cover the cost of spill clean-up. ADF&G shall support such requests.

If contamination of the site occurs as a result of the ADNR's management of the site, the ADNR shall indemnify, defend, and hold harmless the ADF&G from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

V. IT IS MUTUALLY AGREED THAT

1. ADF&G and the ADNR shall cooperate in accomplishing the improvements to be provided under this agreement. ADF&G shall provide design criteria for the improvements. The ADNR shall be the lead agency in accomplishing all work necessary to make the improvements. The ADNR may employ environmental consultants, design consultants and construction contractors as may be appropriate. The project shall be designed by a professional engineer registered in the State of Alaska.

2. The ADNR shall perform the following tasks in accomplishing this project:

Preliminary design: The preliminary design shall be of sufficient detail to allow the ADNR to develop a project budget and obtain all applicable permits. The ADNR shall not proceed with final design until notified in writing by ADF&G that the USF&WS has approved the project. In the event USF&WS approval is not obtained by ADF&G, this agreement shall be terminated.

Final design and bidding: The ADNR shall obtain ADF&G's written approval of the final design and cost estimate before starting work with its own personnel or advertising for contractor bids. During the bidding process, the ADNR shall send to ADF&G a copy of the bid package and all addenda that may be issued.

Construction: The ADNR shall provide ADF&G a copy of the proposed construction schedule. The ADNR shall also promptly notify ADF&G of all changes made to the schedule, the design or the contract price. At the completion of the construction work, the ADNR shall provide ADF&G a copy of the as-built plans.

ADF&G review of designs, plans, specifications or other project related documents will be to insure conformance to the purpose of this agreement and shall not constitute engineering review nor relieve the ADNR from responsibility to prepare an adequate design, meet code compliance, or assure that cost principles are applied to change orders.

3. The ADNR may charge user fees in accordance with the Management Plan contained in Attachment B. All future changes to the fee schedule shall be reviewed and approved by ADF&G.

ADNR shall deposit all fees collected at the site directly into the Fish and Game Fund. ADF&G shall return those fees to ADNR through an RSA to the extent they are needed for operation, maintenance and improvement of the site. Excess fee revenues will be retained by ADF&G.

Fees shall be subject to the following criteria:

a. Fees for recreational boating and sport fishing use shall not exceed fees for other uses.

b. Fees shall not be imposed to recover the capital cost of the improvements covered by this agreement.

c. Fees shall not exceed the cost of operation, maintenance and improvement of the site. Site specific fees that exceed the cost of operation, maintenance and improvement are program income. Fees collected and determined to be program income must be credited back to the Federal Aid in Sport Fish Restoration program through ADF&G. The basic policies for the treatment of program income by the USF&WS contained in 43 CFR Part 12 and OMB Circular A-102 apply to this agreement.

d. ADNR shall provide ADF&G an accounting of fees collected and costs of operation, maintenance, and improvements. This accounting shall be on an annual basis and in sufficient detail to satisfy state and federal regulations.

e. Trailerable boats owned and operated by the ADF&G and the Department of Public Safety shall be allowed to use the facility at no cost in the course of carrying out their official duties to the extent such use does not interfere with public use of the facility.

5. The effective date of this agreement shall be from the date of final signature by ADF&G. *or a date specific??*

6. It is the intent of both agencies that all construction work shall be completed by December 31, 20xx and the facility will open to the public as soon thereafter as practicable. The design life of the facility is xx years; therefore, this agreement shall remain in effect until December 31, 20xx. For a ninety day period after this date, ADF&G shall have the option to negotiate an extension of this agreement with ADNR for the continued public use of the site. If this agreement is not extended, then all improvements shall become the property of ADNR.

7. Neither department may terminate its involvement in this agreement except as provided below.

a. Prior to the start of construction, either department may terminate its involvement in this agreement if, for any reason, it can not fulfill its obligations under this agreement.

b. ADNR may terminate its involvement in this agreement if ADF&G assumes management and maintenance responsibility for the access site. ADF&G is not obligated to do so. ADNR shall assist ADF&G with all interagency land management transfers that may be needed for ADF&G to assume management and maintenance responsibility for the access site.

ADNR may also terminate its involvement in this agreement by reimbursing ADF&G for the total funding it provided at the rate of *[100 divided by # of yrs in agreement]* percent for each full year between the date of termination and December 31, 20??.

c. ADF&G may terminate its involvement in this agreement if ADF&G finds that there is no longer a need for the access site. Improvements funded by ADF&G would become the property of the ADNR at no additional cost to the ADNR.

8. Signs and interpretive displays shall identify the access site as a unit of the State Park System under the management authority of ADNR and shall acknowledge that the access improvements were funded by ADF&G through the Federal Aid in Sport Fish Restoration program.

9. The ADNR may make improvements to the access site at its own expense or with fee revenues provided the improvements are compatible with the purpose of this agreement and are approved in writing by ADF&G prior to construction.

10. Funding for major maintenance or repair of casualty damage will be negotiated on a case-by-case basis. Each agency's share of such funding shall be contingent on availability of funds.

11. The rights and responsibilities vested in each agency by this agreement shall not be assigned without the written consent of the other agency.

12. Agents and employees of each agency shall act in an independent capacity and not as officers, employees, or agents of the other agency in performance of this agreement.

13. Nothing in this agreement shall obligate either agency to the expenditure of funds or future payments of money in excess of those herein agreed upon or authorized by law.

14. Nothing in this agreement transfers title or land jurisdiction other than set forth herein.

15. All contracts to perform work under this agreement shall require the contractor to indemnify, hold harmless and defend the State of Alaska from and against any claim of, or liability for error, omission or negligent act of the contractor.

16. Both parties agree to comply with all applicable federal and state laws regulating ethical conduct of public officers and employees.

17. Each agency will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.

18. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.

19. This agreement may be revised as necessary by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.

20. All approvals and notices required by this agreement shall be written and shall be sent by registered or certified mail to:

Director
Division of Sport Fish

Alaska Dept of Fish & Game
P.O. Box 25526
Juneau, Alaska 99802-5526

Director
Division of Parks and Outdoor
Recreation
Alaska Dept of Natural Resources
550 West 7th Street, Suite 1380
Anchorage, Alaska 99501-3561

21. This agreement is complete and has no other encumbrances, addenda, attachments, or amendments with the following exceptions:

Attachment A: Site Plan *[showing boundary line separating access site from rest of State Park]*

Attachment B: Management Plan

VI. SIGNATURES:

For the Alaska Department of Natural Resources:

Jim Stratton, Director
Division of Parks and
Outdoor Recreation

Date

For the Alaska Department of Fish and Game

Kelly Hepler, Director
Division of Sport Fish

Date

Kevin Brooks, Director
Division of Administration

Date